

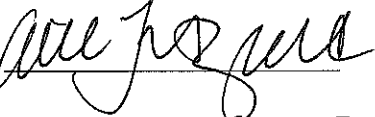
Memorandum of Agreement

This Agreement, pursuant to Chapter 41, Section 108O of the Massachusetts General laws, made and entered into this 25th day of July, 2012, by and between the Town Manager of the Town of Needham and Philip Droney, hereinafter the "Chief of Police," that Section 3, Compensation, be amended to reflect the impact of "cost of living" increases for fiscal year 2013 and 2014, as follows:

1. Effective July 1, 2012 the base salary of the Chief of Police shall be \$120,482.
2. Effective October 1, 2012 the base salary of the Chief of Police shall be \$124,096.
3. Effective July 1, 2013 the base salary of the Chief of Police shall be \$127,199.
4. Effective October 1, 2013 the base salary of the Chief of Police shall be \$131,015.

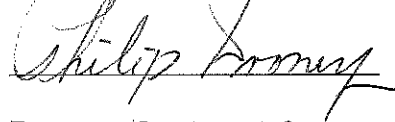
Except as expressly set forth herein, all terms and conditions of the Employment Agreement between the Town and the Chief of Police, dated September 27, 2011, remain in full force and effect.

Town Manager



Date: 7-25-2012

Chief of Police



Date: 07-25-12

Employment Contract

Whereas, Massachusetts General Laws, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Chief of Police; and

Whereas the Town Manager and the Chief of Police desire to enter into such a Contract;

Now Therefore, the parties agree to the following:

Section 1 Conflict with Existing Law

- 1.1 Civil Service In the event of conflicting provisions between the Employment Contract and M.G.L. c. 31, the provisions of M.G.L. c. 31 (Civil Service) will prevail. It is agreed that the Chief of Police will retain his Civil Service status during the term of his employment with the Town of Needham.
- 1.2 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Chief of Police is guided by the provisions of M.G.L. chapter 41 §97A.
- 1.3 Personnel Policy The terms of the Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town. Personnel Policies not in conflict with this Contract shall continue to apply to the Chief of Police.

Section 2 Hours of Work

The Chief of Police will devote full time and attention to the business of the Town. The Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this contract. It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the Town, and, to that end, the Chief of Police shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

Section 3 Compensation

- 3.1 Base Salary The Chief of Police is not subject to the classification and compensation provisions of the Town, and his base salary shall be governed by this agreement. The base salary shall be considered to be all-inclusive and no longevity or other additional payments will be made with the exception of educational incentive and holiday pay. Effective October 1, 2011, the base salary for the Chief of Police shall be \$116,950. Effective January 1, 2012 the base salary for the Chief of Police shall be \$118,120. Effective October 1, 2012 the base salary shall be \$121,663. Effective October 1, 2013 the base salary shall be \$125,313. In addition, the Police Chief will receive any "cost of living" increase approved by the Town Manager and Board of Selectmen for other non-represented employees for fiscal years 2013 and 2014.

- 3.2 Educational Incentive The Police Chief shall be entitled to educational career incentive in accordance with M.G.L. c. 41 §108L. This amount shall be in addition to base pay as defined in Section 3.1. In the event that M.G.L. c. 41 §108L is repealed or amended, the Police Chief shall continue to be entitled to the educational career incentive in effect as of July 1, 2009 (20% of base pay).
- 3.3 Performance Review The Chief of Police shall have his performance reviewed by the Town Manager. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.
- 3.4 Death During Employment If the Chief of Police dies during the term of this Agreement, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief of Police up to the date of his death, including, but not limited to, payment for any unused vacation and personal days, and non-occupational sick leave buy-back in accordance with Section 4.6 of this Agreement. Such payment will be made payable to the deceased's estate or beneficiaries in accordance with IRS regulations.
- 3.5 Clothing/Uniform Allowance The Town shall budget \$1,000 per fiscal year for the purchase or replacement of uniform items or other work-related attire for the Chief. The clothing/uniform allowance shall not be used for the purchase of civilian attire.
- 3.6 Holiday Pay The Chief of Police shall receive one day's pay (annual base pay and any additional pay types divided by 52 and divided by 5) during the week that each of the following holidays occur: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day, and one half day's pay for the week in which the last working day before Christmas occurs.
- 3.7 Retirement Plan Contribution The Chief of Police shall be eligible for an employer contribution to a town sponsored retirement plan in accordance with policy number 515, effective April 1, 2008, titled Employer Contribution to a Town Offered Retirement Plan, as amended.

Section 4

Leave Benefits

- 4.1 Leave Without Pay The Chief of Police shall be entitled to leave without pay as necessary in accordance with the provisions of the Unpaid Leave of Absence Policy, #305, dated July 1, 2000, as amended.
- 4.2 Civic Duty Leave The Chief of Police shall be entitled to Civic Duty Leave, as necessary, in accordance with the provisions of the Civic Duty Leave Policy, #301, dated July 1, 2000, as amended. It is understood that in the event that the Chief of Police must appear in Court on behalf of the Town of Needham, such appearance shall be considered regular work time.
- 4.3 Bereavement Leave The Chief of Police shall be entitled to Bereavement Leave, as necessary, in accordance with the provisions of the Bereavement Leave Policy, #304, dated

July 1, 2000, as amended.

- 4.4 Personal Leave The Chief of Police shall be entitled to Personal Leave in accordance with the provisions of the Personal Leave Policy, #316, dated July 1, 2000, as amended.
- 4.5 Injury on Duty The Chief of Police shall be entitled to Injury on Duty pay and benefits in accordance with the Police Chief Injury on Duty Policy, #417, dated September 10, 1996, as amended.
- 4.6 Non-Occupational Sick Leave The Chief of Police shall be entitled to and bound by all sick leave provisions, including accrual, use, extended sick leave, medical verification, and fitness for duty, contained in the Non-occupational Sick Leave policy, #303, dated April 1, 2008, as amended. The Chief of Police shall be entitled to participate in the sick leave buy back provisions contained in the policy; however, the Chief shall be subject to any "buy-out" plan approved by the Town Manager and Board of Selectmen for other department managers.
- 4.7 Vacation The Chief of Police shall receive vacation benefits in accordance with the Vacation Policy (#310) dated July 17, 2008, as amended. It is agreed that the accrual provisions of the Vacation Policy shall be amended in recognition of the "Holyoke Decision" and that the Chief of Police shall accrue 28 days of vacation per fiscal year. The Chief of Police shall be entitled to 28 days (224 hours) of vacation leave effective January 1, 2012, and shall begin accruing leave at the rate of 18.66 hours per month thereafter. The Chief of Police shall be bound by the maximum accrual cap provisions of the Vacation Policy of his allotment (28 days) plus ten days, or a total of 38 days.
- 4.8 Holidays In addition to the holiday pay referenced in Section 3.6, the Chief of Police shall receive time off on each recognized holiday in accordance with the Holiday Leave and Holiday Pay Policy, #314, dated July 1, 2000, as amended.

Section 5 Benefits

- 5.1 Professional Development The Chief of Police will be encouraged to take advantage of the latest developments in the field of public safety and policing. The Chief of Police will be allowed to maintain membership and hold office in the Massachusetts Chiefs of Police Association, the International Association of Chiefs of Police, and the New England Chiefs of Police Association. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Chief of Police at the annual conference of the International Association of Chiefs of Police, the New England Chiefs of Police Association and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked, however, the Chief of Police recognizes that his primary responsibility is to the Town of Needham Police Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. In this regard, the Chief shall be subject to the provisions of the

Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.

- 5.2 Membership in the Retirement System The Town of Needham agrees that the Chief of Police shall be entitled to continue as a member of the Town of Needham Contributory Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Chief of Police shall be entitled to all benefits available to other retired employees of the Town of Needham.
- 5.3 Automobile Use The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used exclusively by the Chief of Police in connection with the performance of his duties as Chief of Police and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Chief of Police is subject to the other aspects of the Town's Vehicle Use Policy (#509), dated March 10, 1997, as amended, which are not in conflict with this section.
- 5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Chief of Police against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief of Police provided that the Chief of Police acted within the scope of his official duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.
- 5.5 Other Benefits The Police Chief, with approval in advance from the Town Manager, may accept other Police service related assignments (e.g., teaching at the Police Academy) only to the extent that they do not interfere with the performance of his duties with the Needham Police Department.

Section 6 Drug and Alcohol Testing

The Chief of Police shall be subject to drug and alcohol testing requirements similar to those in place for other sworn police officers in the Department.

Section 7 Removal, Suspension, Retirement and Resignation

- 7.1 The Chief of Police may only be removed from office or suspended from his position in accordance with M.G.L. c. 31, Section 41.
- 7.2 Nothing in this Agreement shall preclude the Chief of Police from retiring or resigning during the period of this contract. However, the Town reserves the right to limit vacation use in the event that the Chief of Police retires or resigns prior to the expiration of this Agreement. If the Police Chief resigns or retires voluntarily before the expiration of this

contract, he agrees to give 30 days written notice in advance, unless there is an agreement in writing between the Chief of Police and the Town Manager to the contrary. The 30 days written notice provision shall not apply if the Chief of Police retires as the result of changes to law or regulation that would materially affect his pension.

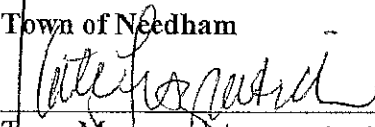
Section 8 Duties of Position

The duties of the position of Chief of Police shall be those listed on the attached job description dated 5/05.

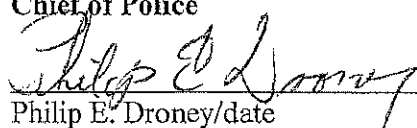
Section 9 Effect of Agreement

- 9.1 The Agreement shall take effect as of October 1, 2011, and shall continue in full force and effect through September 30, 2014.
- 9.2 This contract represents the entire agreement between the parties relating to the wages and benefits of the Chief of Police.
- 9.3 Any changes, amendments, and/or modifications to this Agreement shall be in writing and shall be executed by both parties.
- 9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- 9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provision.

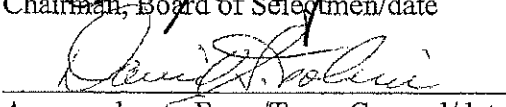
Town of Needham


Town Manager/date 9.27.11

Chief of Police


Philip E. Droney/date


Chairman, Board of Selectmen/date


Approved as to Form/Town Counsel/date

9/30/11

POSITION DESCRIPTION**M-5****Town of Needham****Police Chief****5/05*****Duties:***

The essential functions or duties listed are intended as illustrations of various types of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The position functions as a part of the overall municipal team to ensure effective and efficient municipal operations.

Under the general direction of the Town Manager, plan, organize, and direct the Town Police Department to provide effective and efficient law enforcement, protect life and property, prevent crime, control traffic, promote safety, obtain evidence, and apprehend those suspected of violating the law.

Keep abreast of the law and all applicable changes in local, state and federal laws and regulations that affect police operations, as well as the civil rights of all citizens; and provide a means of communicating this information to other members of the Department.

Establish departmental plans, broad strategies and directions, policies, procedures, regulations, methods, techniques, and inspection methods to ensure consistency and compliance.

Recommend staff for hiring and promotion; train staff and review and appraise work performance as well as maintain discipline; in conjunction with Personnel Director, interpret and administer union agreements; answer questions and resolve internal problems; conduct regular staff meetings.

Promote good relations with the community. Develop and manage programs relevant to community needs, such as community policing, school safety programs, etc.; and provide pertinent information to the media.

Cooperate with federal and state law enforcement agencies, local police departments and others on a variety of police matters, including national security programs.

Supervise the preparation of payroll; review and sign departmental bills; sign requisitions and purchase orders for supplies within approved budget; and prepare budget for Town Manager, Board of Selectmen, Finance Committee and Town Meeting. Oversee development of grant applications and management of grant funds and programs.

Oversee licensing and permit activities within the jurisdiction of the department.

Participate in a variety of Town committees, commissions and boards to provide Police input into community planning and policy development.

Maintain complete and current records, reports and statistics and other data reflecting departmental activities; attend local and distant meetings; give talks at local organizations.

Serve on relevant committees and boards as assigned and perform related duties as required.

Basic Knowledge:

Work requires broad knowledge of law, public administration, management, basic police training, administration, constitutional law, and law enforcement equivalent to four years of college.

Experience:

Duties require ten (10) or more years of related experience with progressive responsibility. A valid Massachusetts motor vehicle license is required for this position.

Independent Action:

Work independently, referring matters of Town policy to the Town Manager and Board of Selectmen.

Supervisory Responsibility:

Responsible for supervision of approximately 60 FTE's.

Physical and Environmental Standards:

- Normal office environment, not subject to extremes in temperatures, noise, odors etc.
- Regular interruptions to assist citizens.
- May spend extended periods at terminal, on telephone, or operating other office machines, requiring eye-hand coordination and finger dexterity.
- Occasional periods supervising or inspecting in non-office environments, including crime scenes and other disasters.
- Regular lifting and carrying of files, documents, records, etc.
- Some work is performed under adverse weather and road conditions.
- Some travel within the Town to plan, oversee, or provide departmental services.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirement of the job change.